

3123085R MZd for Record June 7, 1986 At 1:31 O'clk P. M. Same Day Recorded & Ex'd per Charles C. Keller, Clerk

**DEED OF TRUST AND SECURITY AGREEMENT
WITH ASSIGNMENT OF LEASES, RENTS AND PROFITS**

THIS DEED OF TRUST AND SECURITY AGREEMENT WITH ASSIGNMENT OF LEASES, RENTS AND PROFITS ("Deed of Trust") is made this 31st day of December, 1985, by and between ORCHARD PLAZA I LIMITED PARTNERSHIP, a Maryland limited partnership ("Grantor"), and WILLIAM E. THOMPSON and MARY C. MARTIN (collectively, "Trustee" or "Trustees").

WITNESSETH:

RECITALS:

Recital 1. The Grantor is justly indebted unto FIRST AMERICAN BANK OF MARYLAND, a Maryland banking corporation ("Beneficiary"), whose principal office is located at 8701 Georgia Avenue, Silver Spring, Maryland 20910, in the principal sum of EIGHT HUNDRED THIRTY-THREE THOUSAND DOLLARS (\$833,000.00), or so much thereof as may be advanced and remain unpaid, for sums advanced concurrently herewith and to be advanced by the Beneficiary to the Grantor under the terms and conditions of that certain Loan Agreement ("Loan Agreement") bearing even date herewith, between the Grantor, as Borrower, and the Beneficiary, as Lender. The aforesaid indebtedness is evidenced by that certain Promissory Note ("Note"), in the aforesaid principal sum, bearing even date herewith, made by the Grantor and payable to the order of the Beneficiary. Principal and interest due under the Note is payable in accordance with the terms therein set forth. The Note has been identified by the notary public taking the acknowledgments hereon as evidenced by the certificate of said notary public on the Note. All the terms, conditions and provisions of the Note and any renewals, extensions or modifications thereof are hereby incorporated herein and made a part hereof in their entirety. The proceeds of the Note will be advanced by the Beneficiary to the Grantor in accordance with the terms of the Loan Agreement.

Recital 2: Grantor desires hereby to secure unto the Beneficiary the full and punctual payment of the principal sum and interest due under the Note, as well as any and all renewals and extensions of the Note, or any part thereof, and the full and punctual performance and observance by the Grantor of all of the covenants, agreements, terms, conditions and provisions of the Note, this Deed of Trust, the Loan Agreement and all other documents and instruments now or any time hereafter evidencing, securing and/or related to the indebtedness evidenced by the Note (all said documents and instruments being hereinafter sometimes collectively referred to as the "Loan Documents") that are required thereunder on the part of the Grantor to be performed and/or observed; and also to secure unto the Beneficiary, or the Trustees or substituted Trustees hereunder, or to any purchaser or purchasers, grantee or grantees of Beneficiary's interests hereunder, the reimbursement of all sums of money which may at any time be advanced as provided for in this Deed of Trust, and for any and all costs and expenses (including reasonable attorneys' fees) incurred or paid on account of any litigation at law or in equity which may arise in respect to this Deed of Trust, or to the indebtedness hereby secured, or to the property herein described and conveyed, or in obtaining possession of the premises conveyed hereby after any sale which may be made as hereinafter provided.

NOW, THEREFORE, THIS DEED OF TRUST WITNESSETH:

THAT, to secure unto the Beneficiary, and its successors and assigns, the full and punctual payment of said indebtedness and of all interest, charges and advances as in the Note and as herein provided, and the full and punctual performance and observance by the Grantor of all of the covenants, agreements, terms, conditions and provisions of each and every of the Loan Documents that are required thereunder on the part of the Grantor to be performed and/or observed, the Grantor, in consideration of the premises

TOTAL TAX
FEE 76.00
TOTAL 4461.60
4537.60

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FILED

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CHARLES C. KELLER, CLERK

BY: _____

Exhibit 2